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**COUNSEL TO BVLY PARTNERS CLTZ TYVOLA, LLC
AND BVLY PARTNERS CLTZ WILKINSON, LLC**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§ Chapter 11
	§
ZIPS CAR WASH, LLC, <i>et al.</i> , Debtors.	§ Case No. 25-80069 (MVL)
	§
	§

**BVLY PARTNERS CLTZ TYVOLA, LLC AND BVLY PARTNERS CLTZ
WILKINSON, LLC'S OBJECTION TO NOTICE OF ASSUMPTION OF LEASES**

BVLY Partners CLTZ Tyvola, LLC and BVLY Partners CLTZ Wilkinson, LLC (together, “Landlords”) object to the Debtors’ request to assume leases with the Landlords, and in support respectfully show this Court as follows:

1. On April 4, 2025, the Debtors filed a Plan Supplement that included a list of “Assumed Real Property Leases.” Dkt. 320 at 244 (the “Assumption Notice”).
2. The Assumption Notice lists two leases to which Landlords are counterparties: (1) the Land and Building Lease Agreement dated May 2, 2019 for the property located at 1036 Tyvola Rd., Charlotte, NC 28217, to which BVLY Partners CLTZ Tyvola, LLC is the counterparty

(Store Number/Property ID 952 - NCCHA_Tyvola); and (2) the Land and Building Lease Agreement dated May 2, 2019 for the property located at 3401 Wilkinson Blvd., Charlotte, NC 28208, to which BVLY Partners CLTZ Wilkinson, LLC is the counterparty (Store Number/Property ID 953 - NCCHA_Wilkinson). This objection refers to the leases referenced in this paragraph collectively as the “Leases.”

3. Landlords previously filed a Motion for Relief from the Automatic Stay to Remove the Debtor from Leased Premises (Dkt. 137, the “Stay Relief Motion”), seeking permission to evict the Debtors from the premises covered by the Leases, arguing, among other things, that the Debtors cannot assume the Leases because, following Debtor Zips Car Wash, LLC’s default, Landlords validly terminated the Leases before the Debtors filed their chapter 11 petition. To avoid unnecessary repetition, Landlords incorporate by reference all the facts and arguments set forth in their Stay Relief Motion, along with the accompanying Reply Brief (Dkt. 362) and supporting declarations (Dkts. 137-1, 362-1 & 362-2) as if fully set forth herein.

For the reasons set forth in the Stay Relief Motion, Reply, and declarations referenced above, BVLY Partners CLTZ Tyvola, LLC and BVLY Partners CLTZ Wilkinson, LLC respectfully request that the Court sustain this objection and deny assumption of the two Leases identified in Paragraph 2 above.

Dated: April 18, 2025

Respectfully submitted,

/s/ Meagan Martin Powers

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Texas Bar No. 24050997

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TYVOLA, LLC AND BVLY PARTNERS CLTZ
WILKINSON, LLC**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on this the 18th day of April, 2025, a true and correct copy of the foregoing document was served on parties receiving ECF Electronic Notification and/or U.S. First Class Mail, on all parties listed on the Debtor's service list.

/s/ Meagan Martin Powers

Meagan Martin Powers